

4.

Joe Brittin - Citizen
Speak
Form

Vanessa George is paid more than any full time manager we have previously had and only spends a minor portion working for the Town.

George is a realtor, a director of her own daycare, a property manager and a counselor who goes by Doctor George as well as involvement in three other businesses. No wonder she is unable to fulfill her duties for the Town.

She doesn't care enough about our firefighters in that she has not handled the workers compensation claim for Tom Brazil. As such a collection agency is involved, but she nor the council does not care.

She made excuses for an overdue Mittauer billing saying she had to research it just to delay payment

She negotiated the Sheriff's office contract with her friend and former classmate, blotching up the sheriff's protection we were promised.

George negotiated with the Sheriff's office on her own without council approval.

She incurred additional costs for the town by having our Attorney handle the contract which was rejected and now Major Davis has to make up a contract as should have been done in the first place.

She does not make recommendations but decisions which affect the Town monetarily:

- **The Council is responsible for interviewing and screenings, checking backgrounds and hiring the most qualified and experienced Manager**
- **George has no experience which usually requires five prior years in a municipality and has used her friend, our Town Attorney to assist her at every level. This has cost us additional money.**

- **The applicant for Town Manager should be willing and able to accept the terms and conditions as to salary and benefits offered by the council. Instead our Town Attorney working for George set the terms without the Councils Agreement except money was voted on. The Contract should be void..**
- **The Town Manager and Attorney lied that our Town would be responsible for Severance of 20 weeks and COBRA and once in a contract and signed by Anita Rivers in the darkness, the Town is stuck for thousands of dollars for a manager who is not qualified.**
- **George has excuses for everything, has not understood the requirements of the State, does not understand the Laws of the State of Florida, nor those of the constitution.**

- **George for her own inadequacies in keeping track of paperwork has not responded to 119 requests for seven months.**
- **George wished to charge Joe Griffin in excess of \$1000 for copies by e-mail of his own requests** because she has no understanding of the sunshine Law nor does she realize a court would toss her charge out because **Griffin is not in charge of the Town's filing system.** She is.
- **George did not hire the best and brightest Town Clerk** who has no municipal clerk experience or idea what the job entails. But it is cronyism on George's part because our clerk should be in social work.
- **Meeting notices and Agendas are not on time and old and new business are left blank.**

- **George has not followed up for the 20-21 FY Audit and has not provided the public with the disposition.** It is due no later than August 1st by the state.
- **George did not explain what happened to our Line of Credit with First Federal. We know she lied when she said she did not need it because last we heard it was to be signed at least two months ago in the week of a meeting.**
- **Never has Ms. George submitted to the Council and made available to the public a complete report on the finances and the administrative activities on a quarterly basis.**
- **Never has George kept the Council fully advised as to the financial condition and future needs of the Town by providing a budget progress report at each regular**

council meeting. This is also a duty of hers under the Town Charter.

- **Quarterly financial reports** are required to be given to the Council which has never been done by George.
- Because both George and Ruise are unfamiliar with their jobs **George required advice from her Attorney and friend.** With two meetings with George **to review pending matters \$900 was spent in January alone. George did not care that we then were charged \$300 an hour without a contract.**
- **George never explained what transpired with Kimerly Horn and we did not need the Attorney to be in that meeting of \$330.** George is incapable of handling matters herself and as always the **Public is not provided any transparency at meetings.**

- **George could not even handle the Town's Inventory and had to ask the Attorney to assist her. It cost us \$660 when it was her and Ray's job to handle.**
- **Credit previously given George were actually the Attorney who handled affairs and not George. And the Town paid Double.**
- **Although the State requires a five year plan with the CPA's year end audit for 20-21, George's five year plan is a novice plan and will not fit the bill.**
- **George cannot allow Whitehead to handle the budget because he is like George unfamiliar with the laws relating to funds, restricted funds, and grants.**
- **George complained there was \$35,000 due for our portion of three grants, but no explanation was given or whether we had the money.**

- **George should take our portion of what we owe out and place it in the account with the grant money but she doesn't understand the concept.**
- **As of July 1st It is time to start the Budget for 2021-22. George would not even answer questions about the LOFT funds much less capable of getting information from departments to handle the financials, since no information has been given to the council and public to date.**
- **George has not taken the required Ethics and public records course, nor has she had her Clerk or the council complete the FL required course.**
- **It was decided by the council to advertise for bids on the old Town Jail building as well as specific inventory the Town no longer needs. Yet**

that has not been in agendas and George has not done anything but incur expenses.

- **The prior council voted to sell the excavator which is unnecessary but nothing has been done even though George was given the information.**

It is not bad enough that George can't handle her job and makes certain her friend and Attorney gets a share of any fees he can make, but her attitude of vindictiveness and lies does not make her a good Town Manager.

INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES

Town of White Springs,
Florida Hamilton County
Sheriff's Office

THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

("Agreement") is made and entered into by and between the TOWN OF WHITE SPRINGS, FLORIDA, a Florida municipal corporation (the "Town") and the HAMILTON COUNTY SHERIFF'S OFFICE ("Sheriff").

WITNESSETH

WHEREAS, Sections 166.021 and 163.01, Florida Statutes, provide that two local governmental agencies may contract to provide law enforcement services within a municipality's boundaries; and

WHEREAS, the Town is a municipality within the boundaries of Hamilton County, Florida, and

WHEREAS, the Town is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

WHEREAS, the Town has requested that the Sheriff furnish law enforcement services within the Town; and

WHEREAS, the Town desires that the Sheriff furnish law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for the Town; and

WHEREAS, the Town Council has determined that the most efficient way to fulfill its desire to contract with the Sheriff for law enforcement services for the term beginning August 1, 2021, and ending September 30, 2022, unless otherwise entered as provided for herein, is to enter into this Interlocal Agreement; and

WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned and as provided herein; and

WHEREAS, the Town Council has determined that this Agreement is in the best interests of the health, safety, and welfare of the citizens of White Springs, Florida.

NOW THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. This Agreement is not intended to abolish the White Springs Police Department, both parties recognizing that the Town retains the right to resume responsibilities to provide law enforcement services within the Town at the expiration of this agreement.

2. STAFFING LEVELS.

- a. The Sheriff will provide the appropriate level of law enforcement services in and for the Town by providing two (2) deputies with patrol vehicles whose time shall be divided such that at least one (1) deputy is on duty and within the Town limits for at least sixty (60) hours of law enforcement services per week. It is the intent of the Sheriff to provide services between the hours of 6:00 pm to 2:00 am, however, the times of service may change based on the statistics of call volume.
- b. The Sheriff will provide supervision of deputies and interactive community service to communicate law enforcement activities to Town businesses and residents.
- c. The Sheriff will make all basic services of the Sheriff's Office available to the Town during the term of this Agreement at the same level of service provided to the unincorporated areas of Hamilton County. These services include but are not necessarily limited to K-9, detective division, vice and narcotics unit, forensics, crime watch assistance, report writing, record retention, emergency management operations, dispatch operations, media interaction and community service programs.
- d. The Sheriff will provide technical assistance to the Town in its efforts to establish new or updated codes, ordinances, and policies that may be enforced under this contract as to improve compliance and enforceability.

3. CONSIDERATION.

- a. The Town shall pay to the Hamilton County Sheriff's Office, as payment in full for the enhanced services described herein and agreed to be performed by

the Sheriff, the sum of eight thousand two hundred fifty dollars (\$8250.00) in monthly installments beginning August 1, 2021 and continuing on the first day of each month thereafter and shall thereafter continue through September 30, 2022 to be paid in equal monthly installments.

- b. The Town shall lease to the Sheriff all of the Town's law enforcement equipment and facilities for the price of \$1 per year, and the Sheriff shall operate the Town's leased facility as a substation and the equipment for the deputies herein provided for the better fulfilment of this agreement

4. LAWS ENFORCED. The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the Town, and the Town municipal ordinances. The Sheriff shall bring appropriate charges for violations of all laws and ordinances. The Sheriff shall, to the extent provided for by Federal and/or State law, enforce applicable Federal and/or State law as well as County or Town Ordinances within Hamilton County.

5. FINES AND FORFEITURES.

- a. **Law Enforcement Education Funds.** All law enforcement education funds levied and collected by the Clerk of the Court for Hamilton County, Florida and designated for use by the Town pursuant to F.S. 943.25, Florida Statutes, shall be assigned by the Town to Sheriff for payment directly from the Clerk of the Court for Hamilton County, Florida to Sheriff. The Town hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of the Town to obtain such funds directly from the Clerk of the Court for Hamilton County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of the Town.
- b. **Fines.** Pursuant to Section 316.660, Florida Statutes, the Town hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of the Town to obtain such funds directly from the Clerk of the Court for Hamilton County, Florida.
- c. **Seized Funds.** Sheriff agrees that any currency or other assets seized pursuant to Chapter 932, Florida Statutes within the Town and subsequently forfeited to Sheriff shall be deposited in a special law enforcement trust fund established by Hamilton County, Florida. Such funds may be expended upon request by the Sheriff to the Hamilton County Board of County Commissioners pursuant to section 932.705, Florida Statutes.

d. **Grant Funds and Miscellaneous Revenues.** The Sheriff shall cooperate with the Town and, to the extent allowable by law, act as the law enforcement agent on behalf of the Town in the continued application, maintenance, and accounting of grants and entitlements as well as pursuing additional grant program funds as they become available. The Town will make these funds available to Sheriff to carry out the intent of the grant program as approved by the granting agency and the Town.

6. HIRING DECISIONS. The Sheriff shall be responsible for the hiring, training, assignment, discipline and dismissal of all personnel performing services under this Agreement as such individuals are Sheriff's employees.

7. UNIFORMS AND VEHICLE MARKINGS. The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs performing law enforcement services under this Agreement.

8. INDEMNIFICATION AND HOLD HARMLESS. The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall indemnify and hold the Town harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims, demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's use of the Town property or the intentional or negligent acts of the Sheriff and Sheriff's employees. The town agrees to indemnify and hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions, claims, demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the Town and enforced by the Sheriff or from acts or omissions attributable to the Town that occurred prior to the execution of this Agreement. The Sheriff does not assume any existing or contingent liabilities regarding the liability of the Town to the extent provided by Florida law. The Sheriff agrees to name the Town as an additional insured in its Risk Management Insurance Policy coverage, to the extent of services addressed by this Agreement and agrees to provide the Town a copy of same. By agreeing to the provisions of this paragraph the parties hereto do not in any way waive or limit their entitlements of sovereign immunity. Notwithstanding the foregoing, the Sheriff and Town intend to avail themselves to the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Further, the Town shall have the duty to continue to defend any actions including workers

compensation, currently being threatened or litigated and shall be solely responsible for any liabilities arising from any current actions.

9. REVENUE SOURCES. The parties agree that this Agreement does not constitute a general indebtedness of the Town within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that neither the Sheriff nor Hamilton County will ever have the right to require or compel the exercise of ad valorem taxing power of the Town or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the Town, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the Town.

10. NOTICES. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including electronic mail or facsimile) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

TOWN OF WHITE SPRINGS:

Vanessa George, Town
Manager

manager@whitespringsfl.us

White Springs, Florida

Phone: 386-397-2310

Fax: 386-397-1542

HAMILTON COUNTY SHERIFF'S OFFICE:

Sheriff J. Harrell Reid

207 NE 1st Street, Room 114

Hamilton County Courthouse

Jasper, FL 32052

Phone: 386-792-2004

Fax: 386-792-3133

11. TERM. This Agreement shall take effect on August 1, 2021, at 12:01 a.m. and continue in effect thereafter through September 30, 2022. This Agreement shall automatically renew for

additional 12-month terms, unless either party sends a notice as provided for herein to the non-terminating party of its intent to terminate, no less than 90 days and no more than 150 days prior to the expiration of the term then in effect.

12. **SCOPE OF AGREEMENT.** This document reflects the full and complete understanding of the parties, supersedes any other agreements entered by and between the parties hereto and may be modified or amended only by a written document signed by all of the parties hereto.

13. **GOVERNING LAW.** This Agreement and all of the rights and obligations of the Parties hereto shall be governed according to the laws of the State of Florida and that jurisdiction regarding the rights and obligations of either Party under this Agreement shall be vested in the Third Judicial Circuit, in and for Hamilton County, Florida.

14. **SEVERABILITY.** If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

15. **RECORDING OF AGREEMENT, EFFECTIVE DATE.** The Sheriff, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Hamilton County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Hamilton County.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

TOWN OF WHITE SPRINGS, FLORIDA

HAMILTON COUNTY SHERIFF'S
OFFICE

, Mayor

J. Harrell Reid, Sheriff

Attest:

Approved as to Form:

Audre' Ruise, Town Clerk

, General Counsel

Approved as to Form;

Joel Foreman, Town Attorney

Signatures posted 07/13/21

**INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT
SERVICES**

Town of White Springs,
Florida Hamilton County
Sheriff's Office

**THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT
SERVICES**

("Agreement") is made and entered into by and between the TOWN OF WHITE SPRINGS, FLORIDA, a Florida municipal corporation (the "Town") and the HAMILTON COUNTY SHERIFF'S OFFICE ("Sheriff").

WITNESSETH

WHEREAS, Sections 166.021 and 163.01, Florida Statutes, provide that two local governmental agencies may contract to provide law enforcement services within a municipality's boundaries; and

WHEREAS, the Town is a municipality within the boundaries of Hamilton County, Florida, and

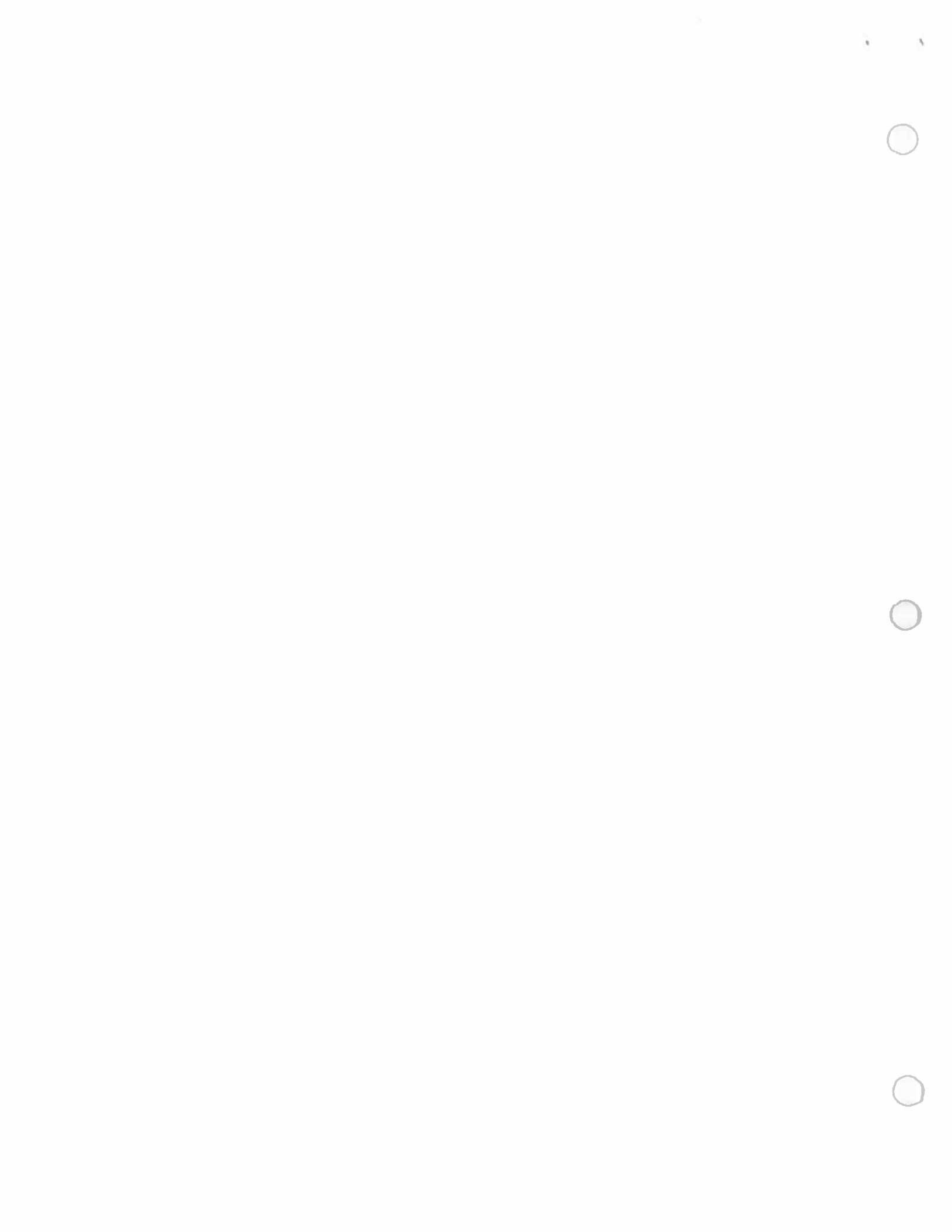
WHEREAS, the Town is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

WHEREAS, the Town has requested that the Sheriff furnish law enforcement services within the Town; and

WHEREAS, the Town desires that the Sheriff furnish law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for the Town; and

WHEREAS, the Town Council has determined that the most efficient way to fulfill its desire to contract with the Sheriff for law enforcement services for the term beginning August 1, 2021, and ending September 30, 2022, unless otherwise entered as provided for herein, is to enter into this Interlocal Agreement; and

WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned and as provided herein; and



WHEREAS, the Town Council has determined that this Agreement is in the best interests of the health, safety, and welfare of the citizens of White Springs, Florida.

NOW THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. This Agreement is not intended to abolish the White Springs Police Department, both parties recognizing that the Town retains the right to resume responsibilities to provide law enforcement services within the Town at the expiration of this agreement.

2. STAFFING LEVELS.

- a. The Sheriff will provide the appropriate level of law enforcement services in and for the Town by providing two (2) deputies with patrol vehicles whose time shall be divided such that at least one (1) deputy is on duty and within the Town limits for at least sixty (60) hours of law enforcement services per week. It is the intent of the Sheriff to provide services between the hours of 6:00 pm to 2:00 am, however, the times of service may change based on the statistics of call volume.
- b. The Sheriff will provide supervision of deputies and interactive community service to communicate law enforcement activities to Town businesses and residents.
- c. The Sheriff will make all basic services of the Sheriff's Office available to the Town during the term of this Agreement at the same level of service provided to the unincorporated areas of Hamilton County. These services include but are not necessarily limited to K-9, detective division, vice and narcotics unit, forensics, crime watch assistance, report writing, record retention, emergency management operations, dispatch operations, media interaction and community service programs.
- d. The Sheriff will provide technical assistance to the Town in its efforts to establish new or updated codes, ordinances, and policies that may be enforced under this contract as to improve compliance and enforceability.

3. CONSIDERATION.

- a. The Town shall pay to the Hamilton County Sheriff's Office, as payment in full for the enhanced services described herein and agreed to be performed by

the Sheriff, the sum of eight thousand two hundred fifty dollars (\$8250.00) in monthly installments beginning August 1, 2021 and continuing on the first day of each month thereafter and shall thereafter continue through September 30, 2022 to be paid in equal monthly installments.

- b. The Town shall lease to the Sheriff all of the Town's law enforcement equipment and facilities for the price of \$1 per year, and the Sheriff shall operate the Town's leased facility as a substation and the equipment for the deputies herein provided for the better fulfilment of this agreement

4. LAWS ENFORCED. The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the Town, and the Town municipal ordinances. The Sheriff shall bring appropriate charges for violations of all laws and ordinances. The Sheriff shall, to the extent provided for by Federal and/or State law, enforce applicable Federal and/or State law as well as County or Town Ordinances within Hamilton County.

5. FINES AND FORFEITURES.

- a. Law Enforcement Education Funds. All law enforcement education funds levied and collected by the Clerk of the Court for Hamilton County, Florida and designated for use by the Town pursuant to F.S. 943.25, Florida Statutes, shall be assigned by the Town to Sheriff for payment directly from the Clerk of the Court for Hamilton County, Florida to Sheriff. The Town hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of the Town to obtain such funds directly from the Clerk of the Court for Hamilton County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of the Town.
- b. Fines. Pursuant to Section 316.660, Florida Statutes, the Town hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of the Town to obtain such funds directly from the Clerk of the Court for Hamilton County, Florida.
- c. Seized Funds. Sheriff agrees that any currency or other assets seized pursuant to Chapter 932, Florida Statutes within the Town and subsequently forfeited to Sheriff shall be deposited in a special law enforcement trust fund established by Hamilton County, Florida. Such funds may be expended upon request by the Sheriff to the Hamilton County Board of County Commissioners pursuant to section 932.705, Florida Statutes.

- d. **Grant Funds and Miscellaneous Revenues.** The Sheriff shall cooperate with the Town and, to the extent allowable by law, act as the law enforcement agent on behalf of the Town in the continued application, maintenance, and accounting of grants and entitlements as well as pursuing additional grant program funds as they become available. The Town will make these funds available to Sheriff to carry out the intent of the grant program as approved by the granting agency and the Town.

6. HIRING DECISIONS. The Sheriff shall be responsible for the hiring, training, assignment, discipline and dismissal of all personnel performing services under this Agreement as such individuals are Sheriff's employees.

7. UNIFORMS AND VEHICLE MARKINGS. The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs performing law enforcement services under this Agreement.

8. INDEMNIFICATION AND HOLD HARMLESS. The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall indemnify and hold the Town harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims, demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's use of the Town property or the intentional or negligent acts of the Sheriff and Sheriff's employees. The town agrees to indemnify and hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions, claims, demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the Town and enforced by the Sheriff or from acts or omissions attributable to the Town that occurred prior to the execution of this Agreement. The Sheriff does not assume any existing or contingent liabilities regarding the liability of the Town to the extent provided by Florida law. The Sheriff agrees to name the Town as an additional insured in its Risk Management Insurance Policy coverage, to the extent of services addressed by this Agreement and agrees to provide the Town a copy of same. By agreeing to the provisions of this paragraph the parties hereto do not in any way waive or limit their entitlements of sovereign immunity. Notwithstanding the foregoing, the Sheriff and Town intend to avail themselves to the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Further, the Town shall have the duty to continue to defend any actions including workers

compensation, currently being threatened or litigated and shall be solely responsible for any liabilities arising from any current actions.

9. REVENUE SOURCES. The parties agree that this Agreement does not constitute a general indebtedness of the Town within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that neither the Sheriff nor Hamilton County will ever have the right to require or compel the exercise of ad valorem taxing power of the Town or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the Town, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the Town.

10. NOTICES. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including electronic mail or facsimile) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

TOWN OF WHITE SPRINGS:

Vanessa George, Town
Manager

manager@whitespringsfl.us

White Springs, Florida

Phone: 386-397-2310

Fax: 386-397-1542

HAMILTON COUNTY SHERIFF'S OFFICE:

Sheriff J. Harrell Reid

207 NE 1st Street, Room 114

Hamilton County Courthouse

Jasper, FL 32052

Phone: 386-792-2004

Fax: 386-792-3133

11. TERM. This Agreement shall take effect on August 1, 2021, at 12:01 a.m. and continue in effect thereafter through September 30, 2022. This Agreement shall automatically renew for

additional 12-month terms, unless either party sends a notice as provided for herein to the non-terminating party of its intent to terminate, no less than 90 days and no more than 150 days prior to the expiration of the term then in effect.

12. **SCOPE OF AGREEMENT.** This document reflects the full and complete understanding of the parties, supersedes any other agreements entered by and between the parties hereto and may be modified or amended only by a written document signed by all of the parties hereto.

13. **GOVERNING LAW.** This Agreement and all of the rights and obligations of the Parties hereto shall be governed according to the laws of the State of Florida and that jurisdiction regarding the rights and obligations of either Party under this Agreement shall be vested in the Third Judicial Circuit, in and for Hamilton County, Florida.

14. **SEVERABILITY.** If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

15. **RECORDING OF AGREEMENT, EFFECTIVE DATE.** The Sheriff, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Hamilton County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Hamilton County.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

TOWN OF WHITE SPRINGS, FLORIDA

HAMILTON COUNTY SHERIFF'S OFFICE

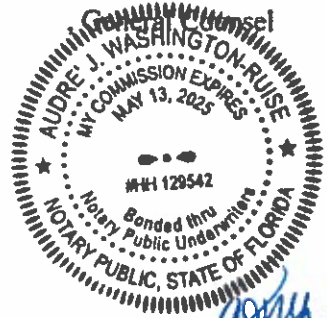
Anita T. Rivers
Anita T. Rivers Mayor

J. Harrell Reid
J. Harrell Reid, Sheriff

Attest: A. Ruise
Audre' Ruise, Town Clerk

Approved as to Form: _____

Approved as to Form: Joel Foreman
Joel Foreman, Town Attorney



agru
07/13/21

* attached as HCSD Sheriff's signature faded.

additional 12-month terms, unless either party sends a notice as provided for herein to the non-terminating party of its intent to terminate, no less than 90 days and no more than 150 days prior to the expiration of the term then in effect.

12. **SCOPE OF AGREEMENT.** This document reflects the full and complete understanding of the parties, supersedes any other agreements entered by and between the parties hereto and may be modified or amended only by a written document signed by all of the parties hereto.

13. **GOVERNING LAW.** This Agreement and all of the rights and obligations of the Parties hereto shall be governed according to the laws of the State of Florida and that jurisdiction regarding the rights and obligations of either Party under this Agreement shall be vested in the Third Judicial Circuit, in and for Hamilton County, Florida.

14. **SEVERABILITY.** If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

15. **RECORDING OF AGREEMENT, EFFECTIVE DATE.** The Sheriff, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Hamilton County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Hamilton County.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

TOWN OF WHITE SPRINGS, FLORIDA

HAMILTON COUNTY SHERIFF'S OFFICE

Anita J. Rivers

J. Harrell Reid

Anita T. Rivers, Mayor

J. Harrell Reid, Sheriff

Attest:

A. Ruise

Audre Ruise, Town Clerk

Approved as to Form:

_____, General Counsel

Approved as to Form;

Joel Foreman, Town Attorney

9.B.

Dept. - Kay vaughn
form attach
to water bill



TOWN OF WHITE SPRINGS
"On the Bank of the Suwannee River"

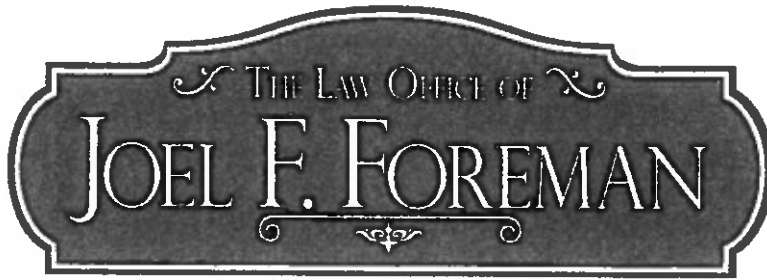
(Attachment)
June Water Bill - Special Notice Announcements

1. Office Closed on Monday, July 5th (Independence Day)
2. Office Closed on Thursday, July 8th at 12noon
(Attending Suwannee River League of Cities Meeting)
3. **Annual Water Quality Report Link:**
<http://whitesprings.org/pdf/2018%20Annual%20Drinking%20Water%20Quality%20Report.pdf>
**This is posted on the website(whitesprings.org) You can also pick up copies at Town Hall.*
4. Are you _____FOR or _____AGAINST Internet Cafes/Casinos in the town of White Springs?
**please return this sheet to Town Hall*

10363 Bridge Street, White Springs, FL 32096

Ph. 386.397.2310 | Fax 386.397.1542 | manager@whitespringsfl.us

4.B.



164 NW MADISON STREET | PO BOX 550 | LAKE CITY, FLORIDA 32056

July 11, 2021

Vanessa George, Town Manager
Town of White Springs, Florida
VIA EMAIL ONLY

RE: Hamilton County Animal Control Services

Dear Ms. George,

You have previously inquired about a proposal by Hamilton County, Florida (the "County"), for the provision of animal control services inside the Town's incorporated area that included a per-call charge associated with providing those services from the County to the Town. This memo is a formalized written response outlining some of the issues we have previously discussed to further your discussions about this issue with the Town Council.

* * *

The County has proposed that the Town enter an agreement whereby the Town would pay \$100 per service call answered within the Town and \$25 per animal taken into custody. Importantly, this would be an Interlocal Agreement between the Town and the County. It is fair to assume the County would respond to calls made from within the Town then invoice the Town for the provision of services; it is not clear whether the Town would have to initiate those calls for service or whether citizens would have the opportunity to originate their own calls to the County's animal control offices.

I have discovered that in November of 2020 the Hamilton County Board of County Commissioners adopted Ordinance 2020-04, a copy being attached, which provided for animal control within the unincorporated areas of the County. The ordinance establishes the authority of animal control officers, empowers them with enforcement authority, and provides for the assessment of fees or fines in cases of violation. Of note, the three incorporated municipalities in the County are excluded from the scope in both the ordinance title and Section 2.

This year the County adopted Resolution 2021-18, providing for a "Fine and Fee" schedule in furtherance of the ordinance. A copy of this resolution is attached. Presumably these fees would be paid by anyone whose animals came under the enforcement authority of the County's ordinance. However, since the scope of the County's ordinance expressly excludes the incorporated municipalities, it is unclear how or whether Town residents would be subjected to the fee and fine schedule.

The issue to be decided is whether the Town wishes to enter into an Interlocal Agreement with the County to charge the Town a \$100 per call and \$25 per animal charge.

* * *

As a threshold matter, all citizens of the Town of White Springs are also citizens of Hamilton County. Lands inside the Town are taxed by the County in the same manner as lands outside the Town. For this reason it is important to consider whether citizens of the Town will be subjected to a double taxation by paying an additional fee for a service already provided to all other citizens of the unincorporated County.

I see nothing in the Town Charter imposing an obligation on the Town Council or Town Manager mandating that animal control services be provided separately by or through the Town. There is no requirement for the creation of an animal control services department or division. Sections 1.01 and 1.03 of the Charter empower the Town to conduct municipal government and to cooperate with other governments for the exercise of those powers.

Florida Statutes section 166.021(3) speaks to conflicts that can exist between coexisting governments with shared territorial jurisdiction:

(3) The Legislature recognizes that pursuant to the grant of power set forth in s. 2(b), Art. VIII of the State Constitution, the legislative body of each municipality has the power to enact legislation concerning any subject matter upon which the state Legislature may act, except:

- (a) The subjects of annexation, merger, and exercise of extraterritorial power, which require general or special law pursuant to s. 2(c), Art. VIII of the State Constitution;
- (b) Any subject expressly prohibited by the constitution;
- (c) Any subject expressly preempted to state or county government by the constitution or by general law; and
- (d) Any subject preempted to a county pursuant to a county charter adopted under the authority of ss. 1(g), 3, and 6(e), Art. VIII of the State Constitution.

Hamilton County is not a charter county, so there is no preemption to the County.

Florida Statutes chapter 828 relates to animals and includes a section at 828.27 that expressly authorizes counties and municipalities to adopt ordinances in furtherance of animal control and regulation. Since there is no preemption, it is possible for a county to have an animal control ordinance and a municipality within the county to also have an animal control ordinance. For infractions within the municipal boundaries the municipality's ordinances would apply; for infractions outside the municipality the county's ordinance would apply. It is not difficult to imagine that policies that make sense for unincorporated territories may not make sense for municipal areas as more densely populated areas would be less tolerant of animal control issues posing a nuisance to others.

Here I am unaware whether the Town has its own animal control ordinances. If the Town does have such ordinances in place, then the County is merely making available to the Town the human resources necessary to enforce the Town's ordinance at a cost of \$100 per call and \$25 per impoundment. If the County's animal control officer is serving the Town as the Town's appointed animal control officer, it would be logical for the Town to compensate the County as the Town would otherwise have to incur that cost through personnel.

If, on the other hand, the citizens of the Town are only seeking enforcement of the County's within the Town, then it would seem an issue of double taxation for the Town's citizens to pay more for a service from the County than their unincorporated neighbors.

I recommend the following:

1. Determine whether the Town has its own animal control ordinance(s). If so, are those regulations substantially different from the regulations recently imposed by the County? Does the Town Council wish to have its own animal control rules, or would it rather allow for the County to have animal control jurisdiction in the Town?
2. If the Town does wish to have its own animal control regulations, how does the Town prefer to enforce those? The Town may consider engaging an animal control officer on a part- or full-time basis to enforce its codes. Alternatively the Town is empowered by Charter to enter into an interlocal agreement for the provision of these services by another local government (the County).
3. If the Town does not wish to have its own animal control regulations, then the Town should adopt an ordinance or ordinances providing for the following:
 - a. Repeal of any existing animal control ordinances.
 - b. Adoption for purposes of recognition of the authority of the County's Ordinance 2020-04 so the County's animal control regulations are enforceable inside the Town to the same extent they are enforceable in the unincorporated areas.

I am of the opinion that principles of equal protection support the position that a County taxpayer residing inside a municipal area is entitled to the same level of service as a County taxpayer residing outside a municipality. To the extent that the regulations to be enforced are the same the Town does nothing to assert its own jurisdiction through its own animal control

regulations, the residents of the Town of White Springs should be entitled to the same level of service as those residing in the unincorporated County. Only where the level of service inside the Town would be greater than that available outside the Town would additional fees to the Town come into play.

Should you have any questions or concerns please do not hesitate to send them along. As always it is my pleasure to be of service.

Respectfully yours,



Joel Foreman

CC: Town Clerk

HAMILTON COUNTY, FLORIDA
ANIMAL CONTROL ORDINANCE

ORDINANCE NO. 2020-04

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, FLORIDA, RELATING TO THE REGULATION AND CONTROL OF DOMESTIC ANIMALS WITHIN THE UNINCORPORATED AREAS OF HAMILTON COUNTY, FLORIDA; PROVIDING FOR REGULATION, CONTROL AND BEHAVIOR OF DOGS; PROVIDING DEFINITIONS; PROVIDING FOR THE ENFORCEMENT OF THIS ORDINANCE; PROVIDING FOR CONTROL AND REGULATION OF STRAY NUISANCE DOGS; PROVIDING FOR CONTROL AND REGULATION OF DANGEROUS DOGS; ESTABLISHING AN ANIMAL CONTROL OFFICER; ESTABLISHING PROCEDURES FOR THE ENFORCEMENT OF THIS ORDINANCE, INCLUDING FINES AND PENALTIES; PROHIBITING ANIMAL CRUELTY; REQUIRING CATS AND FERRETS TO BE VACCINATED FOR RABIES; PROVIDING FOR IMPOUNDING DOGS; PROVIDING FOR THE DISPOSAL OF CERTAIN DOGS; PROVIDING FOR THE PAYMENT OF ROOM AND BOARD OF ALL DOGS IMPOUNDED AND MAINTAINED IN THE DOG SHELTER; PROVIDING PROCEDURES FOR THE IMPOUNDING OF ANIMALS, REDEMPTION BY THE OWNER, VOLUNTARY SURRENDER BY THE OWNER, AND ESTABLISHING PROCEDURES FOR THE ADOPTION OF ANIMALS; PROVIDING FOR ISSUANCE OF CIVIC CITATIONS TO ENFORCE THE PROVISIONS OF THIS ORDINANCE; PROVIDING PROCEDURES TO CONTEST CITATIONS; PROVIDING THAT THIS ORDINANCE BE LIBERALLY CONSTRUED; PROVIDING FOR PENALTIES; REPEALING ALL OTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, FLORIDA, AS FOLLOWS:

Sec. 1. Title of Ordinance.

This Ordinance shall be referred to and cited as the "Hamilton County Animal Control Ordinance".

Sec 2. Scope.

This ordinance shall apply to and be enforced within the entire boundaries of the County except within the boundaries of the three (3) incorporated municipalities with the County.

Sec. 3. Enforcement by Animal Control Division.

The animal control officer(s), as defined herein, shall be responsible for the enforcement of this chapter. The powers and authority granted under this chapter shall be supplemental to the powers and authority already provided for by Florida Statutes, relating to local animal control regulations.

Sec 4. Definitions.

For the purposes of this chapter, the following terms shall have the following definitions unless the context clearly requires otherwise.

Adequate shelter shall mean provision of and access to, a structure with a roof, which is dry, clean, and designed to provide access to shade and to protect the animal from the elements.

Animal means any live vertebrate creature including mammals, birds, reptiles, amphibians, and fish, but not humans, and/or as defined in F.S. § 828.02.

Animal control division means the Hamilton County Animal Control Division, which is a division of Hamilton County, acting alone or in concert with other local governmental units authorized to enforce the animal control laws of cities, the county, or the state.

Animal control officer means any individual employed, contracted with, or appointed by the animal control division, who is authorized to investigate violations of state and local law and to enforce civil infractions relating to animal control or cruelty and who is authorized to issue citations, for the purpose of aiding in the enforcement of this chapter or any other law or ordinance relating to the control and treatment of animals and also includes any state or local law enforcement officer.

At-large means any animal off the property of its owner and not under direct control of a competent person. An animal that is not owned and is wandering about both public and private property will be deemed to be at large.

Caretaker means any person, household, firm, corporation, or other organization temporarily possessing, harboring, keeping, or having temporary control or custody of an animal; a person must be age 18 or older to be considered the caretaker of an animal. If a person under the age of 18 is considered the caretaker of the animal, the parents or legal guardians shall be considered, the caretakers of the animal and responsible for all matters involving that animal.

Control means the provision, ownership, care and/or custody of an animal or animals (see "Physical control" definition).

Cruelty means any act of cruelty upon an animal as defined in Article II and/or as provided in F.S. Ch. 828.

Dangerous dog means any dog that according to the records of the appropriately authority:

- (a) Has aggressively bitten, attacked, or endangered a human or has inflicted severe injury on a human being on public or private property;
- (b) Has more than once severely injured or killed a domestic animal; or
- (c) Has, when unprovoked, chased, or approached a person upon the streets, sidewalks, or any public or private property other than the owner's property in a menacing fashion or in an apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons dutifully investigated by the appropriate authority.

Day, unless a provision in this chapter specifically states otherwise, means any reference to "day" shall mean a calendar day.

Direct control refers to an animal that is controlled and is obedient to a competent person's commands, is restrained by leash or tether of appropriate length, or other physical control device, or is within a secure enclosure.



Domestic means tame, usually by generations of breeding, and living in close association with humans as a pet, work animal or farm animal in such a way that creates a dependency on humans so that the animal loses its ability to live in the wild.

Feral means a wild animal that exists in an untamed state or that has returned to an untamed state generally not socialized to human contact and is no longer considered domesticated. Feral animals shall include, but not be limited to cats, dogs, and hogs.

Microchip identification. See radio frequency identification device (RFID).

Owner means any person, household, firm, corporation, or other organization possessing, harboring, keeping, or having control or custody of an animal; a person must be age 18 or older to be considered the legal owner of an animal. If a person under the age of 18 is considered the owner of the animal, the parents or legal guardians shall be considered, the legal owner of the animal and responsible for all matters involving that animal. There shall be a rebuttable presumption that the person's name appearing on any animal's registration or radio frequency identification device (RFID), commonly known as a "microchip," is the owner.

Person means any individual person, firm, corporation, or other organization. The knowledge and acts of agents and employees of a firm, corporation or other organization, with regard to the treatment of animals owned, in the custody of or transported by such firm, corporation or other organization, shall be the knowledge and acts of the firm, corporation or other organization.

Physical control means adequate domination or power to influence/oppress the actions of the animal to prevent the animal from engaging in biting, aggression towards people or animals, straying, being at-large or other behaviors regulated by this ordinance or state law by the use of a proper leash or similar device attached to an appropriate collar or harness.

Quarantine or ten-day quarantine means confining an animal for observation of any symptoms of rabies, which confinement is typically for a ten-calendar day period from the date of the bite, scratch or other potential rabies exposure, unless a longer time period is required pursuant to state regulations and guidelines.

Rabies means an acute, fatal, infectious disease of the central nervous system that is transmitted when the virus is introduced into bite wounds, open cuts in skin, or onto mucous membranes.

Radio frequency identification device (RFID), commonly referred to as a "microchip", means a device about the size of a grain of rice encased in surgical glass that is implanted underneath the skin of a dog, cat or other animal that when scanned produces a unique number that identifies the animal and its owner (if properly registered). When present, an RFID with registration information shall be considered the primary indication of ownership.

Severe injury means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

Stray means any animal that is found to be at-large, whether lost by its owner or otherwise, or that is on the common areas of a residential premises or business, and that does not have an identification tag and for which there is no identifiable owner.

Sufficient food means access to proper food for the species of animal on a regular, ongoing basis in quantities sufficient to maintain a regular body weight.

Sufficient water means access to clean, potable water on a regular, ongoing basis in quantities to prevent the animal from exhibiting signs of dehydration.

Unprovoked means that the victim who has been conducting himself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

Veterinarian means an individual who is licensed to engage in the practice of veterinary medicine.

Wholesome exchange of air means sufficient ventilation or other means of air exchange adequate to prevent the accumulation of noxious odors and limit airborne disease transfer and adequate air movement in/through the structure.

Wild animal is one which possesses a wild nature or disposition or, as a matter of common knowledge, is naturally ferocious, unpredictable, dangerous, or must be kept in confinement to be brought within the immediate power of the owner.

Sec. 5. - Administration and enforcement.

- (a) The director of the animal control division, animal control officers, and state and local law enforcement officers and other state and local government employees whose duties involve, in whole or in part, the seizure and impoundment of any animal are authorized to investigate, on public or private property, violations relating to animal control or cruelty and to issue civil citations for this chapter as provided herein. It shall be the duty of animal control officers to take animals into custody that are subject to cruel treatment to ensure the welfare of such animals. An animal control officer is also authorized to capture and impound animals found in violation of this chapter as provided herein. An animal control officer, who is not also a law enforcement officer, is not authorized to bear arms or make arrests; however such an animal control officer may carry a device to chemically subdue and tranquilize an animal, provided the animal control officer has the prerequisite training pursuant to state law.
- (b) All laws of the State of Florida related to animal control and/or animal care are hereby incorporated in this chapter by reference. If any provision of state law is not otherwise expressed in this chapter, an animal control officer may issue a civil citation or notice of code violation using this subsection and noting the section of Florida Statute violated. Such violations shall be subject to a fine as designated in this chapter.
- (c) A fine schedule shall be adopted by resolution of the board of county commissioners for violations of this chapter, which shall include progressive violation increases; the schedule may be amended and revised from time to time.
- (d) Animal control officers shall, upon probable cause, when needed to investigate violations, petition any county court judge for inspection and/or search and seizure warrants pursuant to their duties herein, and as defined in this chapter and/or Florida Statutes.
- (e) Animal control officers are authorized to pursue any animal that is in violation of any provision of this chapter through and across any unsecured property and into non-secure enclosures (excluding dwellings used as a residence).
- (f) Nothing in this chapter shall prevent the animal control division and/or an animal control officer from seeking enforcement of this chapter by other legal means as provided in state law or this Code, including enforcement through use of the County Special Magistrate pursuant to Chapter 15 of the Hamilton County Land Development Regulations. The county is also authorized to seek injunctive relief against violations of this chapter.

Sec. 6. - Interference with performance of duties.

It shall be unlawful for any person to interfere with, prevent or hinder anyone in the performance of any duty required by this chapter including, but not limited to, removing or attempting to remove an animal from an animal control officer's vehicle, tampering with or removing an animal from an animal control division animal trap, tampering with or destroying signs and/or other county property, interfering with the lawful execution of the duties of an animal control officer or interfering with the lawful impoundment of an animal. All alleged violators of any section of this chapter shall be required to provide positive photo identification and accurate current residence; failure to do so shall be considered a violation of this section that is subject to a fine as designated in the fines and fees schedule adopted by resolution of the board of county commissioners.

Sec. 7. - Procedures.



- (a) An animal control officer is authorized to issue a citation to a person when the animal control officer has probable cause, based upon direct evidence, observation, or a sworn affidavit from a witness, to believe that the person has committed a civil infraction in violation of this chapter and the county court will hear the charge. An animal control officer based upon the individual circumstances and available facts (including any known history), prior to issuing a citation, may issue a warning citation containing an explanation of the circumstances and recommended corrective action and establishing a reasonable time period in which the person must correct the violation. If a warning citation is issued, the animal control officer will perform a follow-up investigation to determine whether the situation still exists.
- (b) Whenever possible, a citation issued by an animal control officer shall be hand delivered to the violator (or the violator's representative having custodial responsibilities at the location of the violation). If the animal control officer is unable to hand deliver the citation, the animal control division shall send a letter by certified mail to the violator. Failure to accept delivery of the certified letter shall be considered a willful refusal to sign for and accept issuance of the citation.
- (c) After issuing the citation, the issuing officer shall deposit the original and one copy of the citation with the county court in and for Hamilton County.
- (d) A citation issued by an animal control officer shall contain:
 - (1) The date and time of issuance.
 - (2) The name and address of the person to whom the citation is issued.
 - (3) The date and time the civil infraction was committed.
 - (4) The facts constituting probable cause.
 - (5) The ordinance code section violated.
 - (6) The name and authority of the animal control officer.
 - (7) The procedure for the person to follow for payment of the civil fine, to contest the citation, or to appear in court as required.
 - (8) The applicable civil fine if the person elects to contest the citation.
 - (9) The applicable civil fine if the person elects not to contest the citation.
 - (10) A conspicuous statement that if the person fails to pay the civil fine within the time allowed, or fails to appear in county court to contest the citation, the person shall be deemed to have waived his/her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil fine.
 - (11) A conspicuous statement that if the person is required to appear in court, he or she does not have the option of paying a fine in lieu of appearing in court.
- (e) Unless cited for a violation for which court appearance is mandatory, a person cited for a civil infraction shall, within ten days of the date of receipt of the citation, either:
 - (1) Pay the civil fine to the clerk of court, or
 - (2) Obtain a court date from the office of the clerk of the county court to appeal the citation.
- (f) If a person fails to pay the civil fine within the time prescribed in the citation or fails to obtain a court date, or having obtained a court date, fails to appear in court to contest the citation, the person shall be deemed to have waived the right to contest the citation. In such case, final judgment may be entered against the person in the maximum civil fine allowed, which shall be payable within 60 days from the date of execution of the final judgment.
- (g) Persons cited for the following must appear in county court:
 - (1) Violations of this chapter, resulting in the unprovoked biting, attacking, or wounding of a person or domestic animal;



- (2) Violations of this chapter, resulting in the destruction or loss of personal property;
- (3) Second or subsequent violations of the animal cruelty or neglect provisions of Article II of this chapter.
- (4) Violations resulting from the issuance of a third or subsequent citation to a person. For citations involving the above listed mandatory court appearance violations, the citation shall specify that the court appearance is mandatory. If person so cited fails to appear within the time prescribed in the citation to obtain a court date or having obtained a court date, fails to appear in court, a default final judgment may be entered against the person in the maximum civil fine payable within 60 days from the date of execution of final judgment.

Sec. 8. - County court jurisdiction.

- (a) The county court in and for Hamilton County, Florida, shall hear charges of code violations pursuant to the issuance of citations.
- (b) Any person so charged may contest the citation in the county court.

Sec. 9. - Civil penalties.

- (a) The maximum fine for each civil infraction under this chapter is \$500.00 unless otherwise provided by law.
- (b) Whenever a provision of this chapter does not establish a specific fine for failing to do any act or thing required or for doing any act or thing prohibited, in addition to court costs, the civil fine for such civil infraction, shall be not less than the amount designated in the fine schedule adopted by resolution of the board of county commissioners. Unless otherwise specifically provided in this chapter, each section and subsection is considered a separate violation.

Minimum penalties are hereby established considering the following:

- (1) The gravity of the violation.
 - (2) The potential harm to the public.
 - (3) The danger to the animal or other animals.
 - (4) The potential adverse effect(s) on animals or people.
 - (5) The previous violations.
 - (6) The deterrent effect for future violations or violators.
- (c) A person who has committed a civil infraction but does not contest the citation and pays the infraction in a timely manner, shall be assessed an uncontested fine amount as established by resolution of the board of county commissioners.
 - (d) Any person who willfully refuses to sign and accept a citation issued by an animal control officer shall be in violation of F.S. § 828.27(5) and this chapter and shall be punished by a fine not to exceed \$500.00 and any other punishment authorized by law.
 - (e) A \$5.00 surcharge shall be charged and collected upon each civil fine imposed for each violation of this chapter, as authorized by F.S. § 828.27(4)(b). If the court adjudicates the violation as suspended or guilty with no fine, the surcharge shall still be charged and collected upon that violation, even if court costs are not assessed. The clerk of the court shall deposit the proceeds from such surcharge into a separate account for animal control and the funds shall be used only to pay for costs associated with training for animal control officers as required by state law.

Sec. 10. - Cruelty to animals defined generally.

It shall be unlawful for any person to cause, procure or inflict cruelty to or upon animals, whether or not such cruelty results in severe injury or death. For purposes of this article, it shall be considered causing, procuring and/or inflicting cruelty, if one or more of the following occurs:

- (1) Beating, tormenting, torturing, mutilating, molesting, sodomizing, maiming, intentionally poisoning, overloading, overworking, or overdriving an animal; or
- (2) Any act, omission, or neglect whereby unnecessary or unjustifiable pain or suffering is caused.

Sec. 11. - Exemptions.

The provisions of this article do not apply to:

- (1) Lawful hunting of an animal by a properly permitted person in compliance with Florida Statutes and the rules and regulations of the commission;
- (2) Efforts by lawful authorities to control an animal that is posing an immediate danger to other animals or humans;
- (3) Humane disposition of an animal by animal control, a humane society or society for the prevention of cruelty to animals, a veterinarian or as allowed by law;
- (4) Killing of an animal for human consumption performed in compliance with applicable Florida Statutes, rules, and regulations;
- (5) Those procedures done in the interest of medical science and performed in compliance with applicable Florida State Statutes, rules, and regulations; and
- (6) Those procedures done for the purpose of administering veterinary care.
- (7) Any surgical procedure that is performed by a licensed veterinarian that is not otherwise prohibited by law, including but not limited to ear cropping, dewclaw removal or tail docking.

Sec. 12. - Neglecting or abandoning animals.

It shall be unlawful for any person to neglect or abandon an animal. For purposes of this article, it shall be considered neglect or abandonment if one or more of the following occurs:

- (1) Failing to provide any one of the following: sufficient water, sufficient food; adequate shelter to protect the animal from extreme weather, necessary veterinary care/treatment to prevent suffering, sufficient exercise, and wholesome exchange of air.
- (2) Placing or confining an animal or allowing it to be placed or confined or to remain in an unattended vehicle without sufficient ventilation or under conditions or for such a period of time as may reasonably be expected to endanger the health or well-being of such animal due to heat, lack of water, or such other circumstances as may be expected to cause suffering, debility or death.
 - a. A law enforcement officer or animal control officer who finds an animal in a vehicle in violation of this section may enter the vehicle by using the amount of force reasonably necessary to remove the animal.
 - b. Nothing in this section shall be deemed to prohibit the transportation of horses, cattle, sheep, poultry or other agricultural livestock in trailers or other vehicles designed and constructed for such purposes.

- (3) Caging or confining an animal and failing to supply the animal, during such caging or confinement, with sufficient water, sufficient space, sufficient exercise and with sufficient food;
- (4) Abandoning an animal upon or beside any street, road or other public or private place; or
- (5) Forsaking entirely and leaving to die any animal that is maimed, sick, infirm, or diseased.

Sec. 13. - General.

It shall be an unlawful nuisance to keep or feed any animal, domestic or wild, in a manner that causes any one or more of the following: creates unsanitary conditions or objectionable odor; is a source of infestation by insects or rodents; and/or creates physical conditions that endanger the health or safety of humans. This subsection shall not apply to animals maintained on land zoned for agricultural purposes, nor shall it apply to a properly permitted animal shelter established for the care and/or placement of unwanted or stray animals, nor a properly zoned commercial boarding kennel, veterinary clinic, or other animal facility.

Sec. 14. - Destruction of property and biting.

Except where an exemption under this chapter applies:

- (1) No owner or caretaker of an animal(s) shall permit the animal(s), either willfully or through failure to exercise due care or control to destroy or damage the property of another including, but not limited to, the unprovoked biting, attacking or wounding of another person's animal(s).
- (2) No owner or caretaker of an animal(s) shall permit the animal, either willfully or through failure to exercise due care or control, to bite, attack or wound a human without provocation.

Sec. 15. - Rabies vaccination requirement.

- (a) Dogs, cats, and ferrets shall be vaccinated against rabies as required by F.S. § 828.30 unless an exemption under that statute exists. Proof of vaccination shall consist of a rabies vaccination tag and a certificate signed by the veterinarian administering the vaccination.
- (b) Each owner of a dog, cat or ferret shall show proof of current vaccination of such dog, cat, or ferret within 72 hours of a request for such information by an animal control officer.

Sec. 16. - Procedure for animal bites and for animals suspected of having rabies.

In accordance with Florida Administrative Code Chapter 64D-3 "Control of Communicable Diseases" and its requirements, guidance and provisions establishing certain protocol for the Florida Department of Health in the handling of suspected and known rabies cases, the provisions of 64D-3, as they may be amended from time to time, are hereby incorporated in this chapter by reference. If there are any discrepancies between the wording of the following ordinance section and the provisions of 64D-3 FAC, the provisions of Florida Administrative Code shall prevail. Nothing herein shall be subject to the provisions of F.S. Chapter 120.

- (1) When a domestic animal has bitten a person or is suspected or believed to be infected with rabies, the animal shall be confined and isolated at the direction of the animal control division and at the owner's expense for a period of time as determined by the animal control division, but not less than ten days from the time of exposure. Quarantine of the animal shall be either with a veterinarian or at the county animal shelter. No animal which has been impounded for the

purposes of quarantine shall be released during the quarantine period to either the owner or any other person seeking adoption. After the animal [control] division orders the quarantine, it shall inform the Florida Department of Health in Hamilton County ("FDOHHC") who shall then supervise all quarantines and determine when, and if, the animal will be released from quarantine. Unless the animal is being held longer pursuant to another part of this chapter, after the quarantine period has expired, the owner shall pay accrued impounding, boarding fees, and any other additional costs.

- (2) In certain cases, home quarantine of an animal which has bitten a person may be permitted. The initial decision to allow home quarantine of an animal shall be made by the investigating animal control officer. In the event of any dispute regarding the appropriateness of the quarantine location, the FDOHHC shall have the sole and final discretion in the matter. The home quarantine may be revoked by the FDOHHC or animal control division if either agency determines that the owner is not properly confining the animal, in which case the animal shall be impounded by the animal control division and confined either with a veterinarian or at the county animal shelter for the duration of the quarantine period.
- (3) It shall be unlawful for any person to refuse to give up or surrender to an animal control officer or to the FDOHHC an animal which has bitten a human or is suspected of having rabies.
- (4) Whenever an animal, suspected of having rabies or otherwise posing a threat to public health or safety, cannot be captured by reasonable means to effect the quarantine, or where capture and quarantine cannot be effected safely, the sheriff or other law enforcement may be summoned, and such law enforcement officer is authorized to use firearms to stop or slay the animal. If that cannot be safely accomplished, the animal control division is authorized to use whatever means necessary to protect the public safety and welfare.

Sec. 17. - Exemptions.

A dog shall be considered exempt from these provisions as provided in F.S. Chapter 767.

Sec. 18. - Required notification concerning dangerous dog.

The owner shall immediately notify the animal control division when a dog that has been classified as dangerous:

- (1) Is loose or unconfined;
- (2) Has attacked or bitten a human or another animal;
- (3) Has died; or
- (4) Is relocated to another address.

During a dangerous dog investigation, a dangerous dog may not be sold or given away.

Sec. 19. - Attack or bite by dangerous dog; impoundment; destruction.

If a dog that has previously been classified as a dangerous dog bites a person or a domestic animal without provocation, an animal control officer shall immediately impound the dangerous dog, placing it in quarantine if necessary, and after notification to the owner, the dog shall be euthanized in a humane and expeditious manner after a ten-business day period. During that ten-business day period, the owner may notify the animal control division in writing of the owner's request for a hearing.

Sec. 20. - Severe injury by dog; impoundment; destruction.

Whether or not a dog has been previously classified as a dangerous dog, if a dog attacks a human, causing severe injury to or the death of the human, an animal control officer shall immediately impound the dog, placing it in quarantine if necessary, and after notification to the owner, the dog shall be euthanized in a humane and expeditious manner after a ten-business day period. During that ten-business day period, the owner may notify the animal control division in writing of the owner's request for a hearing.

Sec. 21. - Additional charges.

Nothing in this article precludes criminal prosecutions pursuant to Florida Statutes.

Sec. 22. - Violation.

An animal control officer may immediately impound a dangerous dog if the owner fails to comply with any of the requirements for maintaining a dangerous dog and, after notification to the dog owner, the dog may be euthanized in an expeditious and humane manner given consideration for the likelihood of a future threat to the public safety, health and welfare.

Sec. 23. - Impounding of animals.

- (a) An animal control officer is authorized to capture and impound, in a place maintained or designated for that purpose, any animal that has bitten, is stray, at-large, abandoned, sick, neglected, subject to cruel treatment, dangerous, or as otherwise authorized by this chapter.
- (b) If the animal control division picks up an injured or sick animal, the animal may be taken to a veterinary hospital or facility that can provide medical aid. If veterinary care would be futile, or if the owner cannot be identified within 72 hours, the animal may be immediately euthanized in a humane manner. If the animal is reclaimed by its owner, such owner shall reimburse the animal control division for all costs incurred relative to the sick or injured animal, including first aid and veterinary care.
- (c) Holding periods established:
 - (1) The animal control division shall shelter and care for impounded potentially owned, adult dogs and cats, whether tagged or stray, for three days, beginning the day of capture (intake) and excluding official holidays recognized by the county or when the shelter is otherwise closed to the public.
 - (2) Puppies and kittens estimated to be less than six months of age, without an actively nursing mother, shall have no required holding period for placement.
 - (3) The county shall have with no required holding period for feral animals before disposition. All dogs and cats that are so unsocialized as to pose a threat to the safety and welfare of employees or the public shall be expeditiously and humanely euthanized.
- (d) The animal control division shall not be required to shelter and care for any feral, wild, or exotic animals.
- (e) The animal control division shall not be required to shelter or care for any animal that is severely sick, injured, or fearful, has a contagious disease, or is deemed a danger to the community or an undue risk to county employees, unless such animal has a currently registered microchip or ownership information is available in the form of a pet tag or private identification tag on the animal and holding such animal would not cause it unjustified pain or suffering. All animals without such positive, traceable identification that meet the previous criteria shall be expeditiously and humanely euthanized.

Sec. 24. - Redemption by owner.

- (a) Except as otherwise provided in this chapter, the owner of any impounded animal may redeem the animal, upon payment to the county of the following:
 - (1) An impound fee for each animal redeemed;
 - (2) A boarding fee per animal, per day;
 - (3) All outstanding fines and final judgments, except for any fine of which a timely appeal is pending;
 - (4) All veterinary charges and other medical expenses;
 - (5) The cost of an implanted and registered radio frequency identification device (RFID)(microchip).
- (b) The Board of County Commissioners shall establish a fee schedule, which may be amended from time to time.

Sec. 25. - Voluntary surrender by owner.

- (a) Owners wishing to surrender an animal shall be allowed to do so at the discretion of the animal control division. Every owner who voluntarily surrenders an animal must provide a valid photo identification that shows proof of residence and sign a form acknowledging that the surrender is voluntary and acknowledging the discretion of the animal control division to dispose of the animal. Animal control division shall not be liable for the disposition of any voluntarily surrendered animal after receipt of the animal from its owner. The animal shall be immediately available for adoption, placement or other appropriate disposition once surrendered.
- (b) Owners surrendering animals shall be responsible for paying an intake fee.
- (c) Owners wishing to surrender an animal with the request for euthanasia shall be allowed to do so at the discretion of the animal control division. It is not the policy or practice of animal control division to supply "on-demand" euthanasia procedures, but in the interest of relieving a suffering animal, the animal control division may provide the service for a fee or at no charge, at its sole discretion.
- (d) No owner surrendered or stray animals from outside the animal control division jurisdiction shall be accepted except for humane reasons; such animals shall be referred to another agency. The photo identification of the owner/person wishing to surrender an animal that shows an address outside of the animal control division jurisdiction shall be used as the origin of the animal.

Sec. 26. - Adoption.

- (a) A person adopting an animal shall be required to sign an adoption agreement, in a form approved by the county manager or his designee and pay any applicable adoption fee.
- (b) Any dog or cat adopted from animal services shall be sterilized and vaccinated prior to release to the new owner. If the sterilization of the animal cannot be done at the time of adoption because of health reasons, then the person shall pay a deposit guaranteeing sterilization, as required by F.S. § 823.15.
- (c) To be eligible for a refund of the sterilization deposit, the adopter shall: 1) on or before the thirtieth day after the date of adoption, or prior to the date of sexual maturity, employ a veterinarian to sterilize the adopted animal; and 2) on or before the thirtieth day after the date of adoption, or prior to the date of sexual maturity, present the animal control division with written documentation from the veterinarian that the sterilization was performed. If these requirements are not met, the adopter shall forfeit the deposit and the animal control division may issue the adopter a citation. Pursuant to F.S. § 823.15(2), an adopter who fails to comply with the provisions of this section shall be liable for legal fees and court costs to enforce the provisions of this section.

- (d) The animal control division shall extend the time limit within which an animal must be sterilized for a valid reason documented in a written request by a licensed veterinarian.

Sec. 27. - Proper identification and address verification.

In order to redeem or adopt an animal, a person must be at least 18 years of age and provide photo identification or other proof of residency.

Sec. 28. - Conditions preventing redemption or adoption.

- (a) No animal that has been in recent contact with a rabid animal may be redeemed or adopted until the animal has been held for the prescribed period of observation.
- (b) No animal that is infected with, or is suspected of being infected with, any dangerous disease that is communicable to humans or other animals including, but not limited to, rabies, distemper, and parvo virus, may be redeemed or adopted, and shall be expeditiously and humanely euthanized.
- (c) No dog previously classified as a dangerous dog may be redeemed pending any hearing requested by the owner to stop a destruction order, nor adopted; and no animal that is considered by the animal control division to be aggressive and a danger to the community, even if not previously classified as dangerous, may be adopted.
- (d) No animal prohibited by law from being kept as a household pet may be redeemed or adopted.

Sec. 29. - Disposition of unredeemed and surrendered dogs and cats.

The animal control division, at its discretion, may adopt, medically treat and/or place with an appropriate facility or agency equipped for care of such animals, or humanely dispose of any impounded animal that is not redeemed by the owner, if any, after the time period provided in section 4-91 and any animal that is voluntarily surrendered. No live unredeemed animal or voluntarily surrendered animal may be disposed of by selling or giving such animal to any person or entity for the purpose of using the animal for experimentation, for medical or other research, or for food or other commercial processing. Animals may be placed with foster homes to provide shelter for animals requiring extended care in order that they may become adoptable.

Sec. 30. – Severability

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

Sec. 31. – Repeal

All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the county or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith. This ordinance repeals and replaces Hamilton County Ordinance Number 2012-06 "Dog Control Ordinance" in its entirety.

Effective Date. This ordinance takes effect immediately upon adoption.

DULY ADOPTED, during a regular meeting at Jasper, in Hamilton County Florida, this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS
HAMILTON COUNTY, FLORIDA

Attest:




Ex-Officio Clerk



Member



Member

By: 

Chairman



Member



Member

HAMILTON COUNTY, FLORIDA
RESOLUTION 2021-18

A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS FOR HAMILTON COUNTY, FLORIDA,
APPROVING AND ADOPTING A SCHEDULE OF FEES
FOR ANIMAL CONTROL SERVICES FOR HAMILTON COUNTY, FLORIDA

The Hamilton County Board of County Commissioners adopted Animal Control Ordinance 2020-04 at its regularly scheduled meeting on November 17, 2020. Section 5(c) of said Ordinance states that a fee schedule shall be adopted by resolution by the Board of County Commissioners for violations the Animal Control Ordinance.

The Board of County Commissioners reviewed a fine and fee proposal at its regularly scheduled meeting on January 5, 2021, attached as "Exhibit A".

The schedule of fines and fees reflects reasonable charges for the services set forth on that schedule, and the Board finds the imposition of such charges appropriate.

The fees provided by this Resolution shall supersede all prior set fees for like or similar like services.

IT IS THEREFORE

RESOLVED by the Board of County Commissioners for Hamilton County, Florida, as follows:

1. That Hamilton County Animal Control is authorized to charge and collect fines and fees for services rendered in accordance with the schedule attached as Exhibit "A".
2. All prior resolutions of this Board establishing a schedule of fines and fees which conflict with this schedule are superseded with the adoption of this Resolution.

PASSED AND ADOPTED this 18th Day of April 2021 in regular session by the Board of County Commissioners for Hamilton County.

BOARD OF COUNTY COMMISSIONERS
HAMILTON COUNTY, FLORIDA

By: Randy Ogburn
RANDY OGBURN, Chairman

Attest: GREG GODWIN
GREG GODWIN, Clerk

Approved as to form:

Clifford L. Adams Clifford L. Adams, County Attorney

Hamilton County Ordinance 2020-04 Fine and Fee

- **Sec 6** Interference with performance of duties Fine \$100
- **Sec 9** Civil Penalties Maximum fine \$500 Minimum fine \$50
- **Sec 12** Neglecting or abandoning animals
 1. \$50.00
 2. \$100.00
 3. \$200.00
- **Sec 13** General fine \$50.00
- **Sec 14** Destruction of Property fine \$150.00
- **Sec 15** Rabies Vaccination Requirement fine \$50.00
- **Sec 16** Procedure for animal bites & for animals suspected of having rabies, failure to cooperate or surrender animal suspected of having rabies for quarantine purposes fine \$ 150.00
- **Sec 18** Dangerous Dog Registration fee \$500 renewed annually, Failure to comply with Dangerous Dog State Statute \$500 per offense
- **Sec 24** Redemption by owner
 - Impound fee \$50 per animal
 1. First offense \$50
 2. Second offense \$100
 3. Third offense \$150
 - Daily board fee \$20 per animal, per day
 - Microchipping fee \$25 per animal
- **Sec 25** Voluntary surrender by owner Surrender Fee \$40 per animal
- **Sec 26** Adoption fee \$25 additional to cost of care Deposit for none altered animals being adopted \$20 per animal
- **Nuisance Violation** (barking, running at large) fine \$50 per offense
- **Pick up Fee's**
 - Normal hours**
 1. First offense fee \$50 per animal
 2. Second offense fee \$100 per animal
 3. Third offense \$100 per animal
 - After hours additional \$50**
 - Court Costs \$250 Surcharge \$5 per citation**

EXHIBIT A

